

1 JAMES D. CLAYTOR, ESQ., SBN. 53350
 2 FOLEY McINTOSH FREY & CLAYTOR
 3 Professional Corporation
 3675 Mt. Diablo Blvd., Suite 250
 3 Lafayette, CA 94549
 Telephone (925) 284-3020
 4 Fax: (925) 284-3029
 Email: jclaytor@foleymcintosh.com

5 Attorneys for Plaintiff
 6 Old Republic Home Protection Co, Inc.

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

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 12 OLD REPUBLIC HOME PROTECTION
 CO, INC., a California Corporation

13 Plaintiff,

14 vs.

15 CHW GROUP INC, a New Jersey
 16 Corporation, doing business as CHOICE
 HOME WARRANTY; Does 1 to 100

17 Defendant.

Case No. C10-01079 SBA

~~[PROPOSED]~~ COURT JUDGMENT BY
 COURT

Date: November 9, 2010

Time: 1:00 PM

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 20 The matter of Plaintiff’s Motion for a Default Judgment came on for hearing
 21 before this Court on November 9, 2010. Based upon the proof presented to the Court,
 22 and, and finding good cause therefore, it is hereby Ordered, Adjudged and Decreed that:

- 23 1. Defendant CHW Group Inc., a New Jersey Corporation doing business as
 24 Choice Home Warranty, together with it officers, directors, employees, agents, affiliated
 25 corporations successors and assigns, and all those in active concert or participation with
 26 any of them who receive notice of such judgment directly, and each of them (“Choice”),
 27 shall be and are permanently enjoined from infringing on Plaintiff’s trade name or the
 28 service mark “Old Republic” and from falsely designating the origin, sponsorship of or

1 affiliation of its website as being that of Plaintiff, from unfairly competing with Plaintiff.

2 Specifically, and without limitation of the foregoing, Choice shall not:

3 a. Use any service mark, trade name, logo, business name, computer address or
4 other identifier or acting in any fashion which may be calculated to falsely represent that
5 the goods and services provided, promoted or offered by Choice are sponsored by,
6 authorized by, licensed by, or in any other way associated with Plaintiff;

7 b. Aid, assist or abet any other party in doing any act prohibited herein.


8 2. Choice shall pay Plaintiff attorney's fees and costs in the total sum of
9 \$15,000.

10 3. Plaintiff to recover costs pursuant a memorandum of costs.

11 4. The Clerk shall close the file and terminate any pending matters.

12 IT IS SO ORDERED.

13 Dated: February 1, 2011

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15 SAUNDRA BROWN ARMSTRONG
16 United States District Judge
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